

GENERAL TERMS AND CONDITIONS

Krauw Global IT & Supply Europe B.V. (hereinafter referred to as: "Krauw"), Chamber of Commerce 87509466 located in (3331 LL) Zwijndrecht at Stationsplein 4H

1. General

The following conditions apply to all agreements to be concluded with Krauw. Additional and/or deviating conditions of the customer, including the purchase conditions of the customer, are not binding on Krauw unless they have been expressly accepted by Krauw in writing.

2. Offers and agreements

All quotations and/or offers are without obligation, unless explicitly stated otherwise in the quotation and/or offer. An agreement is only concluded after it has been confirmed by Krauw in writing in an order confirmation. Orders placed by the customer with Krauw, whether or not in the form of a purchase order, are only binding on Krauw after Krauw has approved them in writing in an order confirmation. Orders confirmed by Krauw cannot be canceled by the customer, except on the basis of the provisions of Article 3 of these general terms and conditions.

3. Prices

Unless otherwise agreed, the sales prices are net in euros, ex our company, excluding installation, costs of packaging, transport and insurance and sales tax. Price lists, brochures and other information are not binding on Krauw, unless expressly agreed otherwise in writing. Krauw is entitled to charge the customer for cost-increasing factors such as levies, taxes and surcharges imposed by the government and/or other factors that determine the cost price. In the event of such a price increase, the customer has the right to cancel the relevant agreement in writing as long as the delivery has not yet commenced.

4. Delivery time and delivery

The specified delivery times are not strict deadlines, unless expressly agreed otherwise. Exceeding the delivery time does not entitle the customer to dissolve the agreement and does not entitle the customer to compensation in any form whatsoever. If, for whatever reason, the goods are not collected by the customer at the designated place and time, Krauw is entitled to have the goods stored/sold at the expense and risk of the customer. Any lower yield and costs will be borne by the customer. Krauw is authorized to deliver in parts. Single partial delivery is considered an independent delivery.

5. Complaints

Any complaints must be submitted to Krauw in writing within 14 days of delivery, stating the nature and grounds of the complaints in detail. If this term is exceeded, any claim against Krauw with regard to any defects will lapse. A claim does not suspend payment obligations.

6. Returns

Goods can only be returned by the customer in the original packaging and after Krauw has agreed to this in writing. The costs of the return shipment are borne by the customer.

7. Services

Krauw performs the work in the context of an assignment for services to the best of its knowledge, expertise and ability. The services are provided on the basis of a best efforts obligation, unless and insofar as expressly agreed otherwise in writing between the customer and Krauw. Any agreements regarding service levels are always only expressly agreed in writing. Insofar as required for the proper execution of the assignment, Krauw has the right to have (parts of) the work performed by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded. If an order for services, with due observance of what the customer and Krauw have agreed upon, is canceled or terminated by the customer, while the order has not yet been fully performed at the time of cancellation or termination, Krauw is entitled to pay the customer the full amount of to charge for the order, without the customer being able to rely on the fact that the order has not been completed in full. Krauw reserves the right to perform more work than stated in the written order or in the order confirmation and to charge the customer if these work is necessary for the proper execution of the order. The customer will be informed as soon as possible of the execution of this additional work.

8. Maintenance

During an agreed upon maintenance period Krauw makes every effort to keep the chance of malfunctions at an acceptable level with preventive maintenance work and, insofar as agreed, to eliminate malfunctions with corrective maintenance work. Upon completion of the maintenance work, Krauw requests the customer to sign the order as completed. After signing, the maintenance work is deemed to have been completed. Krauw notifies the customer in advance of the time when the maintenance work will be performed. If the work is not performed at the agreed time and this cannot be attributed to Krauw, Krauw is entitled to an extension of the term and/or reimbursement of costs.

9. Payment

All invoices must be paid within fourteen days, unless expressly agreed otherwise. If the invoices are not paid within thirty days, the customer is in default without a summons or notice of default being required. At that time, all outstanding invoices from Krauw will become immediately due and payable in full. From the moment of default, the customer owes default interest equal to 1.5% per month on the full amount owed. If Krauw is forced to hand over its claim for collection due to the customer's default, all associated costs, such as administration costs, judicial and extrajudicial costs, including the costs for a bankruptcy petition, will be borne by the customer. The extrajudicial collection costs amount to at least 15% of the unpaid amount with an absolute minimum of € 150.00.

10. Retention of Title

All delivered goods remain the property of Krauw until all claims of Krauw on the customer, for whatever reason, have been paid in full. As long as the goods are still the property of Krauw, the customer is not permitted to alienate, pledge or in any other way encumber them, or to dispose of them in any way whatsoever. In the event that the customer fails to fulfill his obligations, in particular his payment obligations, Krauw is entitled to dissolve the agreement extrajudicially and to take back the goods. This is without prejudice to Krauw's right to compensation.

11. Warranty

Krauw will never provide more warranty than is provided by the relevant manufacturer or supplier. Any right to warranty lapses if the delivered goods have been used improperly or if it appears that repairs have been carried out to the delivered goods by third parties.

12. Liability

Barring intent or gross negligence on the part of Krauw, Krauw is never liable for any damage suffered by the customer. Krauw's liability is expressly limited to the amount charged or to be charged to the customer.

13. Force majeure

In the event of force majeure, Krauw is entitled, without being liable for any damage, to suspend the execution of the agreement or to regard it as dissolved. Force majeure includes, but is not limited to: war, terrorism, strike, industrial occupation, transport difficulties, riot, molestation, fire, water damage, defect in machinery, disruptions in the supply of energy, government measures including import and export barriers, sales bans and all other business disturbances, all at the customer as well as at the suppliers as well as default by the suppliers of Krauw.

14. Export regulations

The customer will not act in violation of the export licenses and applicable regulations with respect to the products and documentation. The customer acknowledges that it is familiar with these regulations and will, at the request of Krauw, provide all information and documentation that Krauw needs to obtain the permits. The customer will not dispose of the products and the accompanying documentation or give them to third parties for use, make them known to third parties, re-export them or use or treat them in any other way in violation of the said permits and applicable regulations.

15. Governing law and disputes

Dutch law applies to all agreements to which these terms and conditions have been declared applicable. All disputes arising from the agreement concluded between the parties will be adjudicated by the competent court of the court in Rotterdam, except insofar as any mandatory regulation applicable in the Netherlands expressly provides otherwise. Krauw reserves the right, at its discretion, to bring a dispute before the court of the defendant's domicile.

SIGNED FOR APPROVAL:

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Customer company name:
Surname and first names signatory*:
Date:
Place

* by signing you declare that you are authorized to agree to these terms and conditions on behalf of the customer