

GENERAL TERMS AND CONDITIONS OF SALE HBS, KvK 34134352

Article 1 General

- 1.1 These General Terms and Conditions apply to all offers, written quotations, quotations, work in the broadest sense of the word of HBS Solutions B.V., hereinafter referred to as 'HBS', and to all (supplementary) agreements, including those assignments and/or agreements related to and/or arising from agreements, between HBS and the client.
- 1.2 In these general terms and conditions, 'client' means any natural person or legal entity that has entered into, or wishes to enter into, an agreement with HBS regardless of the form in which the agreement was entered into, and except for them, their legal successors.
- 1.3 In these general terms and conditions, written means by letter, fax, or e-mail.
- 1.4 Additional and/or different terms and conditions - including purchasing terms and conditions - of the client do not form part of the agreement between HBS and the client, are explicitly rejected, and therefore do not bind HBS unless HBS accepts the client's terms and conditions in full or in part in writing.
- 1.5 Deviations from the general terms and conditions shall be binding only if and insofar as expressly agreed in writing and only for the offers, quotations, work and (supplementary) agreements to which they apply. Such written agreements shall then prevail over what is stated in these general terms and conditions with regard to the subject in question. With regard to other provisions, as well as offers, quotations, work and (supplementary) agreements, these general terms and conditions shall remain in full force without deviations from the general terms and conditions.

Article 2 Offers and performance

- 2.1 All offers and/or written quotations by HBS are without obligation and may be revoked by HBS at any time, unless expressly agreed otherwise in writing. Offers and/or written quotations are furthermore never valid for longer than 30 days after the date of the offer and/or written quotation.
- 2.2 HBS reserves the right to make changes to its product range. HBS is not obliged to resupply products once delivered, if these products have been taken out of production or no longer form part of its sales programme. If the client wishes a subsequent delivery and the products have increased in price, the client will be obliged to accept this price increase.
- 2.3 If during the execution of the order by HBS there is a price increase of the products to be delivered of more than 5 percent, HBS shall be entitled to invoice the client for the increase that exceeds the 5 percent.
- 2.4 An order is not concluded until HBS - after the client's acceptance of the quotation - accepts the order in writing by means of an order confirmation or order confirmation. The order confirmation or order confirmation is deemed to reflect the agreement correctly and in full. Additional agreements and/or amendments, made by whomever, will only be binding if confirmed in writing by HBS. Agreements for which, according to their nature and scope, no quotation and/or order or order confirmation is sent, will be concluded by HBS commencing their performance. In such a case the invoice sent by HBS will be deemed to reflect the agreement correctly and in full.

- 2.5 Cancellation of an order by the client is in principle only possible before HBS has confirmed the order. If the client nevertheless cancels an order in whole or in part, he will be obliged to reimburse HBS for all costs reasonably incurred in view of the performance of the order (including costs of preparation, storage, commission and the like), without prejudice to HBS's right to compensation for loss of profits and other losses.
- 2.6 Changes at the client's request are only permitted until the moment HBS has placed and/or confirmed the order with its suppliers. If such changes involve extra costs, these will be for the account of the client without the client having to agree to these extra costs in advance.
- 2.7 If after the conclusion of the agreement circumstances arise that make the performance of the agreement more difficult or costly than could reasonably have been expected when the agreement was concluded, HBS will be entitled to suspend the performance of the agreement, or to dissolve the agreement, without being obliged to pay any compensation. If HBS dissolves the agreement, the client shall be obliged to compensate HBS for the performance already provided.
- 2.8 If the client becomes bankrupt, applies for suspension of payment or liquidates his company, HBS has the right to dissolve the agreement without observing a notice period, unless the client has already provided adequate security for payment.
- 2.9 Unless expressly agreed otherwise, delivery will be ex HBS's warehouse. If delivery takes place at the location specified by the client, the costs quoted by HBS will be charged. HBS also has the right to pass on rate changes to the client.
- 2.10 The risk of the items delivered shall pass to the client at the time of delivery. The moment of delivery shall also mean the primary agreed moment when the client is to collect the products from the warehouse of HBS.
- 2.11 The delivery period will commence on the day of the conclusion of the agreement, provided that all data required by HBS for the performance of the agreement are in its possession. Stated delivery periods will never be deadlines, unless expressly agreed otherwise in writing. In the event of late delivery, the client must give HBS written notice of default. HBS must be given a reasonable term in which to perform the agreement as yet. HBS will not be liable for any loss arising from any exceeding of the term of delivery.
- 2.12 If the client fails to collect the products from HBS's warehouse at the primarily agreed time of delivery, the risk for the product shall pass to the client and the client shall bear the costs of storage and management.

Article 3 Products

- 3.1 HBS supplies products that meet the highest standards within the market.
- 3.2 In case of minor damage to a product that does not affect its functionality in any way, no replacement of the product will take place.
- 3.3 If the delivered product fulfils the purpose for which it is intended and does not qualify for replacement, HBS will limit itself to crediting the damage on the product.

Article 4 Payment

- 4.1 The client must pay HBS's invoices within 30 days of the invoice date, without deduction of discount or set-off, in the currency stated on the invoice. Payment must be made by transfer to a bank account designated by HBS. Objections to the amount of the invoice do not suspend the client's payment obligation.
- 4.2 If the client exceeds the term of payment as referred to in Article 4.1, the client shall, after a reminder from HBS to pay within a reasonable term, be in default by operation of law. From the date on which the amount due becomes due and payable until the time of payment, the client shall owe statutory commercial interest. All costs of recovery, both judicial and extrajudicial, shall be borne by the client. The extrajudicial costs shall be at least 15% of the principal sum and interest, without prejudice to HBS's right to claim the actual extrajudicial costs exceeding this amount. The judicial costs shall include the full legal costs actually incurred by HBS, including attorney's fees, even if they exceed the statutory liquidation rate.
- 4.3 If HBS is of the opinion that the client's financial position and/or payment behaviour gives cause to do so, HBS may request the client to provide (additional) security in a form to be determined by HBS and/or to make an advance payment. If the client fails to provide the required security, HBS will be entitled to immediately suspend or discontinue the further performance of the assignment, without prejudice to HBS's other rights. All that the client owes HBS will in that case become immediately due and payable.
- 4.4 In the event of a jointly given order, all clients are jointly and severally liable for payment of the full invoice amount, insofar as the work was performed on behalf of the joint clients. HBS retains the right to claim the invoice amount from one of them.

Article 5 Complaints and Warranty

- 5.1 The client must notify HBS in writing of any complaints within 14 days of the date of dispatch of the documents or information about which the client is complaining, or within 14 days of discovery of the defect.
- 5.2 Complaints will not suspend the client's payment obligation. Based on a complaint about a certain service, the client may not defer or refuse payment for other services provided by HBS to which the complaint does not relate.
- 5.3 In the event of a justified complaint, the client has the choice between adjusting the fee charged, correcting or redoing the rejected work free of charge, or not (or no longer) carrying out the assignment in whole or in part against a proportional refund of the fee already paid by the client.
- 5.4 HBS guarantees the adequacy of the delivered product and the quality of the materials used and/or supplied for it under normal use, during the warranty period and excluding visible defects.
- 5.5 Defects caused by non-compliance with operating requirements, normal wear and tear, assembly/installation, modification or repair by third parties, application of government

regulations regarding the nature or quality of applied materials, or materials or items provided by the client to HBS for processing are excluded from the warranty.

- 5.6 If the client does not, not properly or not timely comply with its obligations, HBS will not be held to any warranty. If the client proceeds to dismantle, repair or perform other work on the product without HBS's prior written approval, any claim under the guarantee will lapse.
- 5.7 Goods supplied may be returned only after prior written permission from HBS, subject to conditions to be determined by HBS.

Article 6 Liability

- 6.1 HBS is only liable for compliance with the guarantee obligations referred to in Article 5.
- 6.2 HBS will not be liable except in the event of intent or deliberate recklessness or if reliance on the exclusion of liability would be unacceptable.
- 6.3 If HBS is liable, liability will be limited to direct damage and to a maximum of the amount invoiced by HBS, unless the insurer pays more. A series of connected events will count as one event.
- 6.4 HBS is not liable for indirect damage and various other cases listed in this article. Reporting the damage to HBS is a condition for the right to compensation to arise.
- 6.5 HBS will perform its work on behalf of the client to the best of its ability. If damage is caused by incorrect or incomplete information provided by the client, HBS will not be liable. If there is gross negligence or intent, HBS will be liable to the extent set out in Article 5.
- 6.6 The client will indemnify HBS against claims of third parties for damage caused by incorrect or incomplete information of the client, unless the client can prove that the damage is not its culpable act or omission or was caused by intent or gross negligence on the part of HBS, and unless any mandatory legislation does not allow this.

Article 7 Retention of title

- 7.1 HBS will remain the owner of all goods delivered insofar as there is no question of accession pursuant to Article 5:20 of the Dutch Civil Code until the client has fulfilled all payment obligations under the agreement and has paid HBS's claims for failure to fulfil them. At HBS's request, the client shall establish a non-possessory pledge on the goods delivered as security for all existing and future claims of HBS. As long as the client has not yet paid for the goods in full, he may not create a pledge or non-possessory pledge on the goods for third parties or transfer them to third parties in any way, except with the written consent of HBS.
- 7.2 The client may use or sell the goods in its normal business operations, but until it has paid in full, all the client's rights in respect of the goods vis-à-vis its customers shall take the place of HBS. If necessary, the client will transfer these rights to HBS, who will then accept the transfer. If the transfer of these rights requires further factual or legal acts, the client must cooperate.

- 7.3 HBS has the right to access the delivered goods if necessary. The client must at all times give HBS the opportunity to exercise the retention of title by taking back the goods delivered, including any necessary dismantling. The costs thereof will be for the account of the client and the client must cooperate without any demand, notice of default or judicial intervention being required.

Article 8 Term of delivery

- 8.1 If the client owes an advance payment, the period within which the delivery must be completed will not commence until the payment has been received in full by HBS.
- 8.2 The terms within which deliveries must be completed will be regarded as deadlines only if this has been agreed in writing.
- 8.3 Unless it has been established that performance of the agreement is permanently impossible, the client may not dissolve the agreement on account of exceeding the term, unless HBS also fails to perform the agreement or fails to perform it in full within a reasonable term after the client has given it a reasonable term in writing to perform as yet. Dissolution is then possible according to Article 6:265 of the Dutch Civil Code.

Article 9 Notice of termination

- 9.1 Both the client and HBS may always terminate the agreement (prematurely) with reasonable notice, unless this would be unreasonable.
- 9.2 Either party may terminate the agreement by registered letter without notice if the other party is unable to pay its debts, if a receiver, administrator or liquidator is appointed, if the other party enters into debt restructuring, if the other party ceases its activities or if a situation has arisen that justifies immediate termination in the interests of the terminating party.
- 9.3 If the client becomes bankrupt, applies for suspension of payments, ceases its business operations or applies for the Natural Persons Debt Rescheduling Act, offers a private arrangement to its creditors or convenes a meeting of creditors, its assets are placed under administration or management, or if any of the client's assets are attached, HBS may terminate the agreement without notice of default.
- 9.4 Upon termination of the agreement, both parties must immediately return all goods, items, and documents owned by the other party.

Article 10 Force majeure

- 10.1 During force majeure the obligations of HBS will be suspended. If the period in which fulfilment of the obligations by HBS is not possible due to force majeure lasts longer than two months, HBS may dissolve the agreement without judicial intervention. In that case there will be no obligation to pay damages.

- 10.2 Force majeure means all facts and circumstances that (temporarily) impede or render impossible the performance of the agreement, over which HBS has no influence and which are not attributable to HBS under the law, legal act, or generally accepted practice.
- 10.3 If HBS has already partially fulfilled its obligations when force majeure occurs, or has only partially fulfilled its obligations, the client will be obliged to pay HBS the agreed amount pro rata.
- 10.4 HBS may also invoke force majeure if the non-attributable breach preventing the performance of the agreement occurs after it should have fulfilled its obligations.

Article 11 Applicable law and choice of forum

- 11.1 All agreements between the client and HBS will be governed by Dutch law.
- 11.2 Unless the parties expressly agree otherwise in writing, all disputes relating to agreements between the client and HBS will be settled by the competent court in the district of Amsterdam.

