

GENERAL TERMS AND CONDITIONS VDG Security B.V.

VDG Security B.V. registered by statute in Haaksbergen, with offices in Zoetermeer.
Chamber of Commerce no. 30191139

Version July 2017 (2 pages)

<p>Article 1 Definitions</p> <p>1.1 In these terms and conditions, with buyer is understood the buyer, intermediary and any other purchaser that gives an assignment to VDG Security B.V, hereinafter referred to as VDG, or has made an agreement with VDG or otherwise intends to assign or come to an agreement.</p> <p>1.2 In these terms and conditions, with goods is meant: goods, parts, services and software.</p> <p>Article 2 Applicability</p> <p>2.1 These terms and conditions apply to all offers, deliveries, services and/or agreements between buyer and VDG.</p> <p>2.2 Applicability of general (purchasing) terms and conditions of the buyer is explicitly rejected by VDG. General (purchasing) terms and conditions of the buyer are only binding for VDG insofar VDG has expressly accepted these general (purchasing) terms and conditions in writing.</p> <p>2.3 These terms and conditions also apply to all dealings, deliveries and activities carried out by VDG prior to coming to an agreement.</p> <p>Article 3 Special offers</p> <p>3.1 VDG's special offers are without obligations unless otherwise agreed upon.</p> <p>3.2 VDG reserves the right to refuse orders or assignments without stating a reason.</p> <p>Article 4 Agreement</p> <p>4.1 An agreement between parties is established by the order confirmation of VDG to the buyer.</p> <p>4.2 The order confirmation sent by VDG counts as conclusive proof or, failing that, the invoice, subject to any mistakes the buyer informed VDG of in writing within 5 working days from the date of sending.</p> <p>Article 5 Pricing</p> <p>5.1 The prices and conditions agreed upon in writing apply to all orders accepted by VDG.</p> <p>5.2 Prices are excluding VAT.</p> <p>Article 6 Payment</p> <p>6.1 All payments must be made within 30 days from the invoice date, without deduction or settlement.</p> <p>6.2 At any time, VDG is entitled to claim cash payment, prepayment or otherwise guarantee of payment.</p> <p>6.3 If the buyer fails to fulfil his obligation to make payment or provide guarantee, VDG is entitled to suspend the fulfilment of its obligations under the current agreement and all future agreements with the buyer, without prior notice and notwithstanding its other statutory competencies.</p> <p>6.4 If the buyer fails to fulfil his obligation to make payment, VDG is entitled to charge a default interest of 1.5% per month, without further notice and notwithstanding VDG's right to additionally charge statutory (commercial) interest.</p> <p>6.5 All costs related to the collection process are charged to the buyer without any notice being required and are calculated according to the prevailing legislation.</p> <p>Article 7 Delivery</p> <p>7.1 Quoted delivery times are never to be regarded as deadlines, unless agreed upon otherwise. In case of untimely delivery, the buyer shall inform VDG thereof in writing.</p> <p>7.2 Delivery occurs at a place agreed upon by both parties or, failing that, "ex factory".</p> <p>7.3 As soon as the goods leave the company of VDG, the risk for the goods to be delivered is transferred to the buyer with the exception of "ex factory".</p> <p>7.4 The risk and cost of deliveries elsewhere than "ex factory" as well as return shipments are borne by the buyer.</p> <p>7.5 If the delivery of goods is refused by the buyer, the risk of the goods is immediately transferred to the buyer and VDG is entitled to demand immediate payment. VDG will stock the goods for up to 30 days from the invoice date, with all costs and risks borne by the buyer.</p> <p>7.6 If the buyer continues non-fulfilment of his obligations after notice is given, VDG is entitled to dispose of the goods or assign them a different destination. Any proceeds will be credited to the buyer after deducting any costs incurred by the buyer, notwithstanding VDG's right to full payment of the agreed upon price.</p> <p>7.7 VDG reserves the right to modify the construction and composition of its products, also without notifying the buyer, provided that the value determining factors remain the same.</p> <p>7.8 The most recent edition of the Incoterms issued by the International Chamber of Commerce applies to the explanation of all commerce terms.</p> <p>Article 8 Software and user rights</p>	<p>8.1 Software user rights are only transferred to the buyer through the granting of user rights by VDG.</p> <p>8.2 The buyer is not allowed to copy (have copied) the software, as a whole or partially.</p> <p>8.3 The buyer shall not decompile or reverse engineer the software. Nor shall the buyer analyse or otherwise examine the software with the aim of revealing its underlying structure.</p> <p>8.4 In case of violation of the provisions of this documentation, the buyer incurs a fine to be made payable to VDG, to be claimed immediately and without notice, of € 100,000.- for each violation and € 10,000.- for each day or part thereof this violation continues, notwithstanding VDG's right to claim full compensation.</p> <p>8.5 User rights grant exclusive rights to the use of a single version of the software and do not automatically grant the right to upgrades.</p> <p>Article 9 Intellectual property</p> <p>9.1 At any time, the software developed by VDG remains the property of VDG.</p> <p>9.2 VDG is not liable for any violation or infringement of any patent, copyright or intellectual property rights.</p> <p>9.3 VDG is in no way liable for incidental or consequential damages in case of claims on account of the provisions of paragraph 2 of this article.</p> <p>Article 10 Complaints and acceptance</p> <p>10.1 If the buyer does not complain within 10 days from the delivery date, in writing and stating the reason, the delivery shall be considered as accepted unconditionally.</p> <p>10.2 In case of complaints, VDG is only obliged to replace faulty goods or supplement goods missing from the delivery. If VDG assigns a third party for transportation, the buyer shall put in a timely claim conform the applicable transport conditions, under penalty of forfeiture of agreements to VDG.</p> <p>10.3 Return shipments are only accepted by VDG after VDG has approved an RMA request. The buyer is obliged to observe further instructions from VDG regarding the return shipment.</p> <p>10.4 The instructions and information provided by VDG with regards to the goods are noncommittal and do not affect the buyer's obligation of investigating the goods.</p> <p>10.5 In case of use and/or consumption of goods delivered, the buyer is fully responsible for adhering to the legal and other provisions of the proper authorities.</p> <p>Article 11 Warranty</p> <p>11.1 On all its goods, VDG provides a warranty of two years from the date of invoice.</p> <p>11.2 This warranty does not cover defects of goods if these defects directly or indirectly result from wear and tear, improper handling or improper installation. Warranty on fans and power supplies is expressly excluded.</p> <p>11.3 The warranty as intended in article 11.1 will void when modifications to goods are made without explicit approval of VDG. Modifications to goods include but are not limited to additions, replacements, modifications of the by VDG delivered configuration.</p> <p>11.4 If VDG decides a claim under warranty is justified, VDG is free to restore or replace the goods in question or to compensate the buyer in other ways.</p> <p>11.5 If VDG decides a claim under warranty to be unfounded, VDG is entitled to charge the buyer investigation fees, with a minimum of 75 Euro.</p> <p>11.6 In case of any unauthorized modification, intended in article 11.3, VDG is entitled to charge the buyer investigation fees, with a minimum of 75 Euro.</p> <p>11.7 Claims under warranty are only accepted by VDG after VDG has approved an RMA request. The buyer is obliged to observe further instructions from VDG regarding the return shipment.</p> <p>Article 12 Retention of title</p> <p>12.1 As long as the buyer has not yet fully fulfilled his obligations under the agreement with VDG, VDG shall remain owner of all goods sold or delivered to the buyer, regardless of payment having been made.</p> <p>12.2 The buyer has no right to dispose of, lease or object to the goods in any way for as long as no payment has been made to VDG, subject to and insofar it concerns the normal practice of the buyer's company, in which case the buyer shall cede his claim on third parties to VDG, by then and henceforth, as a guarantee on its claim on the buyer. The buyer will provide VDG with the deed(s) of cession at the first request.</p> <p>12.3 In case the goods are merged or combined with goods of the buyer and third parties or in case of business formation, VDG reserves or otherwise acquires ownership of its full share of the existing or resulting goods.</p> <p>12.4 If the buyer fails to fulfil his payment obligations, the buyer is obliged to provide VDG with the goods over which VDG has ownership, at first request and without further notice. VDG and its employees have the right to enter the premises of the buyer and to gain actual possession of the goods delivered.</p> <p>12.5 At first request, the buyer is obliged to cede all appeals regarding the transfer of goods under the insurances mentioned in article 19 to VDG.</p> <p>12.6 At the request of VDG, the buyer shall immediately make available all desired information with regards to the goods over which VDG has partial or full ownership.</p> <p>Article 13 Liability</p>
---	---

<p>13.1 VDG is not liable for damages resulting from the untimely or improper execution or non-execution of an agreement or related to an agreement, or other claims in any way arising from the law, unless and insofar the buyer can prove intent of VDG.</p> <p>13.2 If VDG is liable, it is only obliged to compensate for the loss of the buyer with maximum the highest amount paid by VDG's insurance company.</p> <p>13.3 VDG is in no way liable for any loss of profit and/or consequential damages incurred by the buyer.</p> <p>13.4 Possible liability for damages is explicitly limited to the amount of the (partial) invoice value of the delivery.</p> <p>13.5 VDG is not liable for any damages if the buyer does not hold VDG liable for the damage by registered letter and does not provide VDG with the opportunity to conduct an investigation into the cause of the damage within eight days of becoming aware of the cause of the damage.</p> <p>13.6 If the buyer has third parties handle or process the goods delivered by VDG without explicit and written authorisation from VDG, then VDG can never be liable for damages.</p> <p>13.7 VDG is in no way liable for damages and/or fine(s) as a result of exporting (have exported) of the goods by the buyer or third parties, especially if the goods do not comply with the legal and other standard of the country to which the goods are exported.</p> <p>Article 14 Obligations of the buyer</p> <p>14.1 The buyer is obliged to offer (have offered), sell (have sold) or deliver (have delivered) the goods to third parties at a selling price not lower than the price charged by VDG.</p> <p>14.2 The buyer is obliged to sell and deliver the goods in the original, undamaged, packaging from VDG, unless and insofar written authorisation is obtained from VDG.</p> <p>14.3 The buyer is obliged to lend cooperation in the investigation of his administration to verify adherence to the stipulations established in this article by allowing a (chartered) accountant, appointed by VDG, actual access to these records.</p> <p>14.4 When further delivering goods to third parties, the buyer is obliged to ensure this delivery always takes place according to the conditions stated in the articles 13.5, 14 and 15, with reference to the general terms and conditions of VDG, and to demand of his client(s) to include the same clauses in his agreements with third parties.</p> <p>14.5 The buyer is obliged not to sell goods to a third party of which he knows or suspects it will not adhere to what is stipulated in these terms and conditions or is excluded from the sale and delivery of the goods because it has not acted as a reliable business partner.</p> <p>14.6 In case of failure to comply with any obligation under this article, the buyer incurs a fine of 5000.- Euro per violation per day, notwithstanding all further rights of VDG.</p> <p>Article 15 Indemnification</p> <p>15.1 The buyer is obliged to indemnify VDG for all costs and damages which VDG might incur, because third parties put a claim on VDG regarding any fact for which liability towards the buyer is excluded in these terms and conditions.</p> <p>Article 16 Third party clause</p> <p>16.1 All provisions relating to the exclusion or limitation of liability of VDG and regarding the indemnification of VDG for claims of third parties, are also stipulated for those both employed by VDG and others for whose acts or omissions VDG may be liable.</p> <p>Article 17 Termination</p> <p>17.1 If the buyer fails in his timely payment of in his fulfilment of other obligations to VDG, VDG is entitled, without notice being required, to regard the agreement as terminated through a written statement, notwithstanding VDG's right to full compensation for costs, damages, interests, lost profits and all other rights under the law.</p> <p>17.2 VDG is also entitled to the right to dissolve the agreement based on article 17.1 if VDG judges the buyer to be reduced in creditworthiness, to be in a state of provisional moratorium, is being declared bankrupt bankruptcy or in case of cessation or liquidation of the buyer's company.</p> <p>17.3 All damages incurred or foreseen as yet to be incurred, as stipulated in the above provisions, are at least 10% of the agreed upon price, without VDG being obliged to prove these damages have been or will be incurred. These damages will be treated as an advance on the full compensation.</p> <p>17.4 In the event of termination under article 17, VDG is entitled to credit issued to the buyer by VDG, due immediately, without further notice being required.</p> <p>Article 18 Force majeure</p> <p>18.1 In the event of failure by either party to fulfil the agreement and this failure cannot be attributed to the defaulting party, the execution of the agreement or of the part in question will be suspended. Parties will inform each other of such a situation as soon as possible. If such a suspension has lasted for three months or as soon as is concluded that it will last for at least three months, either party may fully or partially terminate the agreement with immediate effect by registered letter, without any party being liable for any compensation for any damages to the other.</p>	<p>18.2 With non-attributable shortcomings on the part of VDG is in any case understood to include:</p> <p>a. damage caused by natural disasters or storm damage;</p> <p>b. war, threat of war and/or any other form of armed conflict or threat thereof which impedes the delivery of goods or raw materials;</p> <p>c. strikes, forced closure of business, riot and any other form of interference or obstruction caused by third parties which impedes the delivery of goods or raw materials;</p> <p>d. loss of or damage to goods during transportation;</p> <p>e. sickness of one or more employees that are difficult to replace;</p> <p>f. legislative or administrative measures by the government which impede deliveries, including import and export prohibitions;</p> <p>g. prohibition or restriction of deliveries to VDG imposed by organizations, institutions, groups or contractual forms of cooperation that either exclude or include VDG;</p> <p>h. lack of or interference in means of transport, production equipment or energy facilities;</p> <p>i. fire or other accidents in the company of VDG;</p> <p>j. non-deliveries or untimely deliveries to VDG by suppliers;</p> <p>k. stagnation of the supply of goods, raw materials and/or energy.</p> <p>Article 19 Insurances</p> <p>19.1 The buyer is obliged to purchase and maintain the customary insurances. This insurance shall include the interests of VDG that have become or will become the property of the buyer as a result of the delivery. The buyer is obliged to compensate VDG for these interests in the case of a calamity.</p> <p>19.2 The agreement upon the insurances is for the expense and risk of the buyer.</p> <p>19.3 VDG can never be liable for damages usually covered by insurance.</p> <p>Article 20 Invalidity</p> <p>20.1 If one of the clauses of these general terms and conditions is found to be invalid, this shall not affect the validity of the remaining clauses of these general terms and conditions.</p> <p>Article 21 Inspection</p> <p>21.1 All goods undergo a thorough inspection by VDG. If the buyer desires special inspections, the buyer must provide the appropriate specifications. At his request, inspections will be held in the presence of the buyer. All costs related to these inspections shall be charged to the buyer.</p> <p>Article 22 Applicable law and disputes</p> <p>22.1 All agreements, to which the general terms and conditions VDG apply, are subject to Dutch law.</p> <p>22.2 All disputes between parties will initially be tried by the competent Dutch court in The Hague, notwithstanding the right of VDG to sue the buyer at the competent court of his place of business.</p> <p>Article 23 Uniform sales act</p> <p>23.1 The uniform law on the international sale of movable properties (Act of December 15th 1971) and the Convention on Contracts for the International Sale of Goods Act agreed upon within the framework of Uncitral on April 11st 1980 in Vienna, do not apply.</p> <p>Article 24 Other provisions</p> <p>24.1 If there is a difference between the various language versions of these general terms and conditions, the Dutch version will prevail.</p>
--	---