

**GENERAL PURCHASE, DELIVERY AND PAYMENT CONDITIONS OF**

Market-Match b.v.  
Aluminiumstraat 65  
2718 RB ZOETERMEER

Commercial Register in The Hague: 2713.1933

**1. Scope of application**

1.1 These provisions shall apply to all offers, contracts, performances of assignments and deliveries by Market-Match b.v., a private limited company under Dutch law, which company bears the trade names of Safescan, hereinafter to be referred to as the Supplier.

1.2 Supplementary or conflicting provisions or conditions shall only apply if they are accepted by the Supplier in writing: these derogations shall only apply to the contract for which they are made.

1.3 If the offer and acceptance refer to different general terms and conditions, only the general terms and conditions of the Supplier shall apply, these being the conditions of the selling party. The applicability of the purchaser's conditions is **explicitly** rejected

1.4 All offers are free of obligation, unless they contain a term for acceptance. If an offer contains an offer subject to contract and this is accepted, the Supplier is entitled to revoke the acceptance within 2 working days after it has been received.

1.5 The Supplier will not be bound by any images and descriptions in offers, prospectuses, catalogues, size and weight specification tables and promotional material or by any other facts provided by the Supplier.

1.6 The Supplier shall only be bound by assignments, orders and changes thereto, if they have accepted, or as the case may be, confirmed them in writing. The Supplier is entitled to refuse an assignment without stating reasons and is not liable for direct or indirect damage which arises and/or may arise from this refusal.

1.7 The scope of the Supplier's obligations will only be determined by the order confirmation, unless otherwise expressly agreed upon in writing.

**2. Prices**

2.1 All quotations and prices charged are ex warehouse, exclusive of turnover tax (VAT) and are in Euros (€), unless expressly stated otherwise. Prices are based on the cost factors that were applicable at the time of concluding the contract, such as materials, wages, import and export duties, levies, taxes, cargo, insurance, etc.

2.2 If the cost price or prices for which the Supplier engages the goods and/or services of third parties have been subject to changes between the time of formation of the contract and the time of delivery, the Supplier is entitled to change the agreed upon price accordingly.

**3. Deliveries**

3.1. Although delivery periods stated in offers, confirmations and/or contracts are made to the best of our knowledge and shall be observed as closely as possible, they are never binding. If these periods are exceeded, the Supplier may consult the purchaser. Exceeding the delivery period therefore does not entitle the purchaser, even after notice of default, to dissolve the contract and/or to claim compensation or to consider any obligation arising from the contract for the purchaser as being suspended or expired.

3.2. If the parties have agreed that payment will be made in instalments and the first instalment lapses during the assignment, actual delivery may be suspended until after the first instalment has been received.

3.3 If part of an order is ready, the Supplier is authorised to either deliver this part, or to wait with delivery until the entire order is ready. In the case of delivery of assignments and parts in accordance with the above as well as upon delivery of successive parts of an order in accordance with the contract, each delivery shall be considered as forming a separate contract, to which the provisions of these terms and conditions shall apply.

#### **4. Transport**

4.1 The Supplier shall deliver all goods ordered by the purchaser or send them for delivery to the places agreed upon and in the manner stated in the order confirmation or agreed upon afterwards, at the risk of the purchaser unless otherwise agreed upon. All facilities during the delivery of the goods/services will be considered to be provided at the purchaser's risk.

4.2 The Supplier shall decide the manner in which goods will be transported.

4.3 Goods to be transported shall not be insured unless agreed upon otherwise in writing, in which case, the costs of insurance shall be borne by the purchaser.

4.4 If goods cannot be transported for reasons independent of the Supplier's volition, the Supplier is entitled to store the goods at the risk and expense of the purchaser without prejudice to the Supplier's right to claim payment of the purchase price.

#### **5. Complaints and money-back guarantee**

5.1 The purchaser must check that the number of delivered goods and/or services match the order immediately upon delivery. Any discrepancies between the order and the delivery must be reported to the Supplier in writing within 24 hours.

5.2 The purchaser must inspect the delivered goods and/or services for visible defects immediately upon delivery. The purchaser must inform the Supplier of visible defects in writing, no later than 48 hours after delivery.

5.3 Failure to comply with the provisions of paragraphs 1 or 2 of this article will lead to the forfeiture of all rights of the purchaser.

5.4 If the goods and/or services are not approved, the Supplier shall, if he so wishes, be given the opportunity to repair/redeliver the rejected goods and/or services or implement them in accordance with the assignment.

5.5. Processed and/or resold goods will be considered to have been approved, without any other right of recovery accruing to the purchaser.

5.6 Complaints shall not affect the purchaser's payment obligations.

5.7 Purchasers are entitled to return goods they have bought to the Supplier within ten days following delivery, after which the purchase sum will be refunded by the Supplier. The condition for return is that both the goods and the packaging are received by the Supplier in their original condition. The provisions of this paragraph do not detract from the provisions of the previous paragraphs of this article.

#### **6. Force majeure**

6.1 Force majeure shall be considered as all circumstances of such a nature that performance of the contract cannot be reasonably be required. Such circumstances shall be understood as: whole or partial failure to perform by a third party from whom goods and/or services should have been received, restrictive government regulations of any nature whatsoever, mobilisation, war, epidemics, strikes, sit-down strikes, employee illness, operational failure, fire, seizure, defective machinery, transport difficulties, and furthermore any other circumstance which the Supplier could not reasonably have anticipated and upon which the Supplier cannot exert influence.

6.2 If, as a result of force majeure, the Supplier is unable or only partly able to fulfil his obligations, he is entitled to suspend the contract with the purchaser in part or in whole without judicial intervention, or if such a suspension has lasted five months, to dissolve the contract by registered letter. In that case, the obligations arising from the contract shall end, without the parties being able to claim compensation or any other performance from each other. If the Supplier fulfils part of his obligation, the purchaser will owe a reasonable part of the total price.

#### **7. Payment**

7.1 All invoices shall be paid by the purchaser in accordance with the payment conditions stated on the invoice. If there are no specific conditions, the purchaser shall pay within thirty days after the invoice date.

7.2 From the expiry date, the purchaser shall owe a monthly interest of 2% on the outstanding amount, whereby a part of the month shall be counted as a whole month all this without any obligation on the part of the Supplier to provide the purchaser with a warning, demand or notice of default. If the purchaser fails to fulfil the claim, the Supplier may pass on the claim for collection, in which case the purchaser shall also be bound to pay all extrajudicial costs and judicial costs, including all costs calculated by external experts in addition to judicially ascertained costs connected to the collection of this claim or the exercise of rights otherwise. The Supplier is entitled to fix the amount of the judicial and extrajudicial costs at a flat rate of 15% of the total amount, with a minimum of €250 (two hundred and fifty Euros).

7.3 Discount or compensation settlement with an alleged claim from the purchaser towards the Supplier is entirely excluded.

7.4 If the purchaser does not fulfil any obligation arising from the contract or does not fulfil it in time, arranges a debt settlement with creditors, requests a suspension of payments or undergoes a similar procedure, is in a state of bankruptcy, closes or transfers his company or, *casu quo*, dissolves it, or if attachments are made of his assets, any claim from the Supplier towards the purchaser shall be immediately and fully due and payable. The Supplier shall then also be entitled to dissolve the contract without further notice of default or judicial intervention and to take back goods that have been delivered but not paid for or to suspend implementation of the contract, all this without prejudice to the right to compensation.

7.5 The purchaser will be considered to have acknowledged the invoice and debt as correct if no written objection has been made within 14 days following the date on the invoice.

7.6 If the invoice is not paid in Dutch currency, an amount must be paid that is equal to the amount on the invoice in Euros (€), calculated according to the exchange rate applicable on the market on the day upon which payment is made.

## **8. Retention of ownership of delivered goods.**

8.1 The delivered goods shall remain the property of the Supplier until the purchaser has fulfilled all their obligations towards him, including any obligation to pay interest and costs. The purchaser undertakes to keep all goods during this period in a proper fashion and to insure them against all calamities.

8.2 If the same sort of goods are delivered on one or more unpaid invoices, the goods in the purchaser's possession will be considered as being delivered on the unpaid invoices.

8.3 The purchaser may not sell on or pledge the goods for as long as they are the property of the Supplier. If these prohibitions are violated, the purchaser shall incur an immediately payable penalty of €25,000 (twenty-five thousand Euros) without any further notice of default being required and the purchase price shall be immediately due and payable in full, this without prejudice to further claims from the Supplier.

## **9. Guarantee on delivered goods.**

9.1 The Supplier guarantees that goods they deliver will work properly for two years. Properly is to say that the goods will possess the qualities that may be expected on the basis of the contract throughout this period. If a delivered good shows a defect during this period, the guarantee entitles the purchaser to have the good repaired. The Supplier may choose to replace the good or to refund the purchase price instead of repairing it if they consider that repair cannot be required.

9.2 The original commencement date of the guarantee period shall continue to apply to a good that has been repaired or replaced in accordance with the first paragraph. A new two-year guarantee period shall therefore not commence for a repaired or replaced good.

9.3 Errors and defects shall not fall under the guarantee referred to in the first paragraph if they are wholly or partially the result of:

- a. incorrect, careless or inexpert use or non-observance of the user or maintenance instructions;
- b. use in a different manner than the normal use envisaged;
- c. external causes, such as fire or water damage;
- d. assembly, installation or the undoing thereof by anyone other than the Supplier;
- e. use of materials or goods that were provided to the Supplier by the purchaser for use, or that have been used upon the instruction or request of the purchaser.

- f. application of working practices and constructions according to instructions from the purchaser;
- g. application of a government regulation;
- h. changes that the purchaser has made or allowed to be made by a third party to products or parts that were delivered by the Supplier within the framework of the guarantee or maintenance that the Supplier has not authorised in writing;
- i. normal wear and tear;
- j. products or parts that the Supplier has used from a third party insofar as the third party in question has not provided a guarantee to the Supplier.

9.5 The guarantee referred to in the first paragraph shall expire in full if the purchaser does not fulfil their obligations towards the Supplier fully and in good time or if the purchaser repairs the good himself or allows it to be repaired or mended by a third party.

9.6 The Supplier shall charge all work and costs connected to repair that fall outside the framework of this guarantee according to his customary rates.

9.7 Legal actions concerning defects must be brought within six months after the complaint within the guarantee period referred to in the first paragraph at the risk of such a claim lapsing.

9.8 If the Supplier considers it necessary within the framework of the implementation of the guarantee obligations, goods delivered by the purchaser will be transported and delivered to a place to be decided by the Supplier at the risk and expense of the purchaser.

## 10. Liability of the Supplier

10.1 Any liability of the Supplier towards the purchaser – no matter the grounds upon which it is based – is limited to the amount to which the Supplier's liability insurance gives claim in the case in question. If required, further information shall be provided on the content of the policy conditions.

10.2 Liability for damage that is not covered by the insurance is excluded, this is to say, limited to fulfilment of the guarantee described in article 9 all this with the exception of intentional act or gross negligence on the part of the Supplier.

10.3 Without prejudice to the provisions of article 5 paragraphs 1 and 2 of these conditions, every liability will expire if the purchaser does not inform the Supplier in writing of the existence of any defect within five days of discovering it or at the time upon which any defect should reasonably have been discovered. This article leaves the provisions of article 5 paragraphs 1 and 2 fully intact. The present article therefore only concerns situations that are not covered by articles 5 paragraphs 1 and 2.

## 11. Returned goods.

11.1 The Supplier is not bound to accept returned goods from the purchaser unless they have given prior written consent. Accepting returned goods does not in any case mean that the Supplier acknowledges the grounds stated by the purchaser for returning the goods. The risk of goods returned will remain with the purchaser until they have been credited by the Supplier.

11.2 The Supplier retains the right to deduct 10% of the price of the returned products with a minimum of €50 (fifty Euros) when crediting returned goods.

## 12. General

If one or more provisions of the contract between the Supplier and the purchaser – these general terms and conditions included – become void or not legally valid, the remaining provisions of the contract shall remain in effect. The parties shall consult each other on the provisions that are considered void or not legally binding, in order to find a substitute provision.

## 13. Dissolution

In addition to the provisions of articles 6 and 7, the parties explicitly agree that the contract will be dissolved without judicial intervention and without notice of default being required if the purchaser is declared in a state of bankruptcy, requests a provisional suspension of payments, or loses full or partial power of disposition of their assets due to attachment, placement under curatorship or in any other way.

## 14. Confidential information

Each party shall take all reasonable measures to maintain the secrecy of information of a confidential nature received from the other party.

**15. Applicable law**

The obligations between the Supplier and purchaser as referred to in article 1 are exclusively governed by Dutch law. Application of the Vienna Sales Convention is excluded.

**16. Correspondence**

Correspondence addressed to the Supplier must be sent to Aluminiumstraat 65, 2718 RB ZOETERMEER or to [support@safescan.com](mailto:support@safescan.com)

**17. Language**

These general terms and conditions are in Dutch, English, German, French, Italian, Spanish and Portuguese. In the event of disputes about the content or meaning of these general terms and conditions, the Dutch text shall be binding.

**18. Disputes**

All disputes that may arise from the contract, to which these general terms and conditions are applicable or from further contracts which are related thereto, may only be submitted to the competent court in 's-Gravenhage.

**19. Filing**

These general terms and conditions are filed with the Chamber of Commerce and Industry for 's-Gravenhage and may be cited as general terms and conditions.