

## **GENERAL TERMS OF SALE AND DELIVERY OF VOCAS Sales & Services BV**

(Filed with the Chamber of Commerce)

### **1. General**

- a) These general terms and conditions apply to all of the offers, quotations and purchase agreements regarding the products, software and services of VOCAS Sales & Services BV. (hereinafter: "VOCAS") to buyers (hereinafter: "PURCHASER"). These general terms and conditions also apply to agreements other than purchase agreements, insofar as no other special terms and conditions that read otherwise apply to such agreements.
- b) All sales between VOCAS and PURCHASER are governed by Dutch law alone. Any disputes that may arise between VOCAS and PURCHASER will be judged by the competent court in the place of domicile of PURCHASER or in the place of business of VOCAS, such at the discretion of VOCAS.
- c) Deviations that are encumbering towards VOCAS only apply if these have been explicitly agreed upon by the board of VOCAS and the PURCHASER in writing. The applicability of purchase conditions and other conditions of the PURCHASER are hereby explicitly objected unless these have been agreed upon and laid down by parties in writing.
- d) The terms and conditions in hand also apply to all of the agreements with VOCAS in which third parties are to be engaged further to the realisation.
- e) The Vienna Sales Convention explicitly does not apply to these filed general terms of sale and delivery.

### **2. Offers**

- a) All offers, official price lists and catalogues + website of VOCAS are entirely free of obligation, unless otherwise agreed upon.
- b) Unless indicated otherwise, all of the prices are expressed in Euro's excluding VAT, even if it does apply. The goods prices include the costs of packaging. The prices of goods that cost more than € 250.00 to be sent to destinations within the Netherlands are based on delivery carriage paid, but the prices of goods to be sent to destinations outside the Netherlands are based on delivery ex VOCAS in the Netherlands.
- c) Agreements between VOCAS and PURCHASER are effected only if an order is confirmed by VOCAS in writing or with the consent of the board of VOCAS. Promises on the part of representatives or sellers of VOCAS, beyond the scope of the customary conditions, are only binding to VOCAS if they have been confirmed by VOCAS in writing.

- d) Irrespective of whether an offer specifies a term during which it is valid, VOCAS reserves the right to retract the term at any time prior to accepting the order of the purchaser.
- e) An increase in the prices charged to VOCAS by its suppliers and any unfavourable change to the exchange rate of the currency in which VOCAS pays its suppliers compared to the currency in which the PURCHASER must pay VOCAS gives VOCAS the right to increase its prices accordingly.
- f) The offers submitted by VOCAS do not automatically apply to reorders.

### **3. Delivery**

- a) The delivery times as indicated by VOCAS, the technical specifications, catalogues, lists, sizes and the like that are observed by VOCAS have been drawn up to the best of the knowledge of VOCAS, yet remain an indication.
- b) Exceeding the delivery times or other periods stipulated in offers and/or agreements on the part of VOCAS does not give PURCHASER the right to dissolve the agreement or to claim damages, unless explicitly otherwise agreed upon.
- c) Any (delivery) times agreed upon will not commence until VOCAS has received all of the necessary information and has received the payments that are to be made at the start of the commission.

### **4. Transport**

- a) Deliveries within the Netherlands of shipments exceeding € 250,- net are sent carriage paid. All of the transports of products from VOCAS to PURCHASER are insured by VOCAS. The risk of loss of or damage to the goods that are purchased by PURCHASER from VOCAS transfer to the PURCHASER at the time of the delivery.
- b) PURCHASER is to ensure further to a delivery that someone is present on working days between 09.00h and 17.30h at the delivery address specified by PURCHASER for the purpose of taking delivery of the goods. If PURCHASER fails to do so, then VOCAS can opt to charge additional delivery costs.
- c) The PURCHASER is obligated to take possession of items at the time that VOCAS has these delivered to purchaser, or at the time that the items are made available to purchaser according to the agreement.
- d) If PURCHASER refuses to take possession or to accept delivery or is negligent in supplying the information or instructions that are required for the delivery, then VOCAS will have the right to store the items at the expense and risk of PURCHASER.

## **5. Installation**

- a) If the installation of the goods ordered is part of the commission agreed upon, then PURCHASER will ensure that all of the structural, electrical and other measures that are required in relation to the installation have been taken. VOCAS will in that case have the right to make use of the necessary facilities, such as electricity and the storage of equipment. PURCHASER indemnifies VOCAS against any liability in this respect.
- b) Any commissions on the part of PURCHASER concerning additional work and/or supplementary deliveries will be charged as extra by VOCAS. Only commissions that have been confirmed in writing will be accepted as additional work. The completion in good condition and the acceptance of the installation by the PURCHASER will be deemed to take place at the time that VOCAS has realised the installation and, if required, has informed the PURCHASER accordingly, unless otherwise agreed upon in writing.

## **6. Back-up/rental**

- a) Back-up equipment is rented for a specified period. Back-up equipment is rented per day or for a number of days, in which one day is 24 hours. Equipment that has been rented for one day must therefore be returned within 24 hours. The rental period commences at the time that VOCAS actually makes the rented equipment available to PURCHASER or its authorised representative.
- b) PURCHASER will inspect the rented equipment at the time that it is actually made available and, if no defects are observed, will accept and sign for its good condition on delivery. If the PURCHASER fails to put the rented equipment into use on the date and at the time agreed upon, then PURCHASER will remain bound by the rental contract and must pay the rent as agreed upon.
- c) The rented equipment is to be returned by PURCHASER to VOCAS during office hours, or at the time agreed upon, not later than at the end of the rental contract, or on the return date as agreed upon. VOCAS is under no obligation in this respect to take back the equipment outside the regular office hours. Upon returning the back-up equipment, PURCHASER will receive a receipt.

## **7. Force majeure**

- a) VOCAS has the right to suspend the supply of services or products at any time in the event of circumstances beyond the control of VOCAS, without VOCAS being under any obligation to compensate for damages.
- b) Circumstances beyond its control (force majeure) is understood to mean any situation in which VOCAS is hindered in meeting its obligations or in the preparations relating to these as a result of circumstances outside its scope of influence. These generally include all events and circumstances such that it cannot reasonably be expected of VOCAS to meet its obligations.

## **8. Complaints**

- a) PURCHASER indemnifies VOCAS towards any and all claims on the part of third parties due to damages that arise in relation to the goods supplied by VOCAS to PURCHASER.
- b) The total liability of VOCAS towards PURCHASER in and out of contact is in any case limited to the costs of the defective, lost or damaged goods, the work activities conducted or the services in which VOCAS has failed in its performance. These costs will be determined in accordance with the prices as charged by VOCAS in that respect.
- c) PURCHASER is to check the purchased goods for defects within 24 hours after delivery+ complaints, if any, or to be submitted to VOCAS in writing not later than eight days following delivery, in default of which PURCHASER will no longer be entitled to file a claim.
- d) PURCHASER will at all times give VOCAS the opportunity to examine the correctness of a complaint or claim. VOCAS is not under any circumstances liable to pay damages relating to trading or consequential loss further to a complaint.
- e) PURCHASER must immediately report any shortage on delivery based on inspection of the consignment note. Once PURCHASER has signed the consignment note, any right of PURCHASER to demand further delivery or damages will lapse.
- f) Except for the guarantee obligation as described in article 10, VOCAS is not liable for any damages on the part of PURCHASER or third parties that arise in relation to the products supplied by VOCAS, except for the damages covered by the insurance taken out by VOCAS in this respect.
- g) A claim or complaint concerning the goods delivered, the work activities carried out or the services provided is not under any circumstances a valid reason to suspend any payment owed to VOCAS.

## **9. Guarantee**

- a) Only equipment that bears the VOCAS guarantee certificate or that of the supplier represented by VOCAS will be supplied by VOCAS with a guarantee. The reader is referred to the guarantee certificate of the equipment concerned for information on the guarantee provisions.
- b) In the event that goods are lacking or damaged upon delivery, PURCHASER is to inform VOCAS within 8 days after the date of receiving the shipment. Any right of action due to the damage or shortage referred to will lapse upon failing to do so.
- c) All picture tubes, LCD/plasma screens, camera tubes, recording chips, magnetic recording- and reproduction heads, semi/conductors, videotapes,

discs, storage media and other equipment are explicitly excluded from the scope of the guarantee in this article, but rather are only covered by the guarantee that the manufacturer or the supplier has provided to VOCAS.

## **10. Payment and provision of security**

- a) The payment of goods delivered on credit is to be made not later than 30 days after the invoice date, unless explicitly otherwise agreed upon in writing. Service parts and repaired goods are only supplied when paid in cash in advance or sent cash on delivery.
- b) If a trial or inspection period as specified on an invoice has lapsed, then the invoice concerned will be considered a normal invoice, the payment of which is to take place within 30 days.
- a) If, in the opinion of VOCAS, there are reasons to do so, VOCAS will at all times have the right to demand that PURCHASER provide proper security for the payment, even if a term of payment has been agreed upon. Upon failure to produce security of this kind, VOCAS will have the right to suspend deliveries under any contract whatsoever.
- b) In the event that PURCHASER is in default regarding the full payment of a certain delivery, then VOCAS will have the right to suspend the agreement with PURCHASER and/or to consider the agreement dissolved without any notice of default or intervention of the court. Such without being obligated to compensate for any damages towards PURCHASER, without prejudice to the right of VOCAS to compensation for damages.
- c) In the event of a dissolution as referred to above, the amount owed to VOCAS further to this delivery will become payable on demand. VOCAS also has the right in such a case to suspend deliveries pursuant to other agreements, irrespective of any payments on the part of PURCHASER regarding these agreements.
- d) In the event that PURCHASER fails to, timely and/or fully, meet its payment obligations, then PURCHASER will be in default without any notice being required and PURCHASER will owe VOCAS interest on the outstanding amounts starting on the expiry date equal to the statutory interest rate that applies at the time, increased by 2% on a yearly basis.

Any out-of-court costs are charged on at a minimum of € 40,00 in accordance with article 2, paragraph 2 of the Compensation for Out-of-court collection costs Decree.

## **11. Retention of title and obligations**

- a) VOCAS reserves the ownership rights regarding all of the products supplied or to be supplied by VOCAS to PURCHASER. The ownership rights to these products will not be transferred to PURCHASER until PURCHASER has met its obligation towards VOCAS in terms of the consideration of this agreement or of similar previous or future agreements.
- b) VOCAS will also remain owner of the products supplied or yet to be supplied for as long as PURCHASER has not yet paid for the work activities conducted or yet to be conducted further to such agreements and for as long as PURCHASER has not satisfied claims due to shortcomings in the performance of such agreements, including claims concerning penalties, interest and statutory collection costs, in which a minimum amount of € 40.00, increased by the statutory interest percentage applies.
- c) In the event that PURCHASER is in default regarding compliance with its obligations, then VOCAS will have the right to repossess all of the goods that it has delivered, whether these have been paid for or not; PURCHASER will enable VOCAS to realise this repossession without a warning or notification of default being required.
- d) PURCHASER authorises VOCAS to gain access to the premises or the building of PURCHASER for the purpose of repossessing the products supplied by VOCAS. The costs that VOCAS must incur in order to repossess its products are at the expense of PURCHASER.
- e) Upon returning equipment to VOCAS that has been incorrectly ordered or mistakenly ordered in excess by PURCHASER, a so-called restocking fee will be charged in the amount of 15% of the purchase price of the product. A minimum amount of € 20.00 - is observed in this respect.
- f) Concerning back-up equipment, PURCHASER must consider these its property. Any damages to the equipment that comes about during the period of loan will be recovered from PURCHASER.

## **12. Intellectual property rights**

- a) VOCAS reserves all of the intellectual property rights with respect to all of the audiovisual works, models, drawings, sketches, software, products, designs and image material that it has produced or supplied and any other results of a commission to which intellectual property rights (may) apply.
- b) Assuming that the PURCHASER has fully met all of its obligations further to the agreement, PURCHASER will only acquire the non-exclusive right to reproduce the work or product or to make these public if and only in accordance with that stated in the agreement.
- c) With respect to the items produced or supplied by VOCAS as described under paragraph 1, PURCHASER is prohibited to copy, process, allow third parties

inspection of or the use of, or to use these in any way other than determined in the agreement, without the explicit prior permission of VOCAS.

- d) PURCHASER is entitled to use image and sound material and/or drawings insofar as stipulated in the agreement. In the event that PURCHASER has the desire to use the materials described above or other materials outside the scope of the agreement, then it can consult with VOCAS to that end.
- e) VOCAS is not under any obligation to grant permission for the use and/or reuse and can stipulate conditions to that end, such as, in any case, payment with respect to the reuse.