

# Inter-Data Sales and Delivery conditions

## General terms of sales and delivery

These general sales and delivery conditions ("Delivery conditions") apply to all deliveries of products and/or services ("Products") to any customer ("Purchaser"). The delivery conditions shall be mutually binding on the Inter-Data Europe b.v. (Inter-Data) and the Purchaser, unless otherwise agreed in writing. Inter-Data is not bound by conditions proposed by the Purchaser which deviate from the Delivery terms and conditions, unless such conditions are agreed in writing between Inter-Data and the Purchaser. Nor is Inter-Data bound by conditions proposed by the Purchaser even if Inter-Data has not raised an objection to such conditions.

### 1. Order confirmation

All offers are submitted subject to the goods being unsold. Offers are only accepted when the Purchaser has received Inter-Data's written acceptance of the offer, including confirmation in electronic form, or Inter-Data, before the expiry of the acceptance deadline, has received in writing, including electronically, identical acceptance from the Purchaser of an offer submitted by Inter-Data. Cancellation of orders must be in writing, and must be confirmed by Inter-Data in writing. The Purchaser is, regardless of the reason for the cancellation, obliged to buy any goods commissioned for the order which cannot be cancelled. The goods in question shall be invoiced to the Purchaser, at the latest by the order's originally planned delivery time, at Inter-Data's purchase price with the addition of any delivery costs.

### 2. Delivery and transfer of risk

The products are delivered ex works from Textielweg 14, Culemborg Netherlands. If no details are forthcoming from the Purchaser regarding the mode of transportation, Inter-Data can dispatch the Products to the Purchaser by a mode of transportation chosen by Inter-Data. All Inter-Data's costs arising from this shall be paid by the Purchaser and transportation is at the risk of the Purchaser. Ex works shall be interpreted in accordance with the version of the Incoterms which is valid at the time of the signing of the purchase agreement.

### 3. Delay

The delivery time shall be stipulated by Inter-Data in accordance with its best estimation in accordance with those conditions which exist when the offer was submitted/the agreement was signed. Unless specifically agreed otherwise, postponement of the delivery time by 14 days due to circumstances at Inter-Data in any respect shall be regarded as a delivery being on time, and for this reason the Purchaser cannot exert any authority over Inter-Data. If Inter-Data does not deliver in accordance with the above, the Purchaser can insist on the delivery and specify a final, reasonable deadline for this. If the delivery is not made by this deadline, the Purchaser is entitled to cancel the purchase. Beyond this, the Purchaser cannot make any demands on Inter-Data as a result of the delay.

### 4. Prices

Prices for the Products are exclusive of VAT and/or other charges. Inter-Data is entitled at any time to adjust the agreed prices for non-delivered Products, in the event of exchange rate changes, price increases from sub-suppliers, increases in the price of materials, changes in wages, state intervention or similar circumstances. Inter-Data is entitled in all cases to adjust prices once a year, on 1 January, unless otherwise agreed in writing.

### 5. Payment conditions

Payment shall be made by the date indicated on the invoice as the last date for payment for it to be regarded as on time. If no such date is indicated, payment shall be made in cash upon delivery. If the delivery is postponed due to the Purchaser's circumstances (claimant's default), the Purchaser – unless Inter-Data notifies the Purchaser in writing otherwise – is still obliged to make any payment to Inter-Data, as though the delivery was made at the agreed time. Inter-Data is entitled to charge default interest from the time the payment falls due of 2% per month of the outstanding payment at any given time. When sending payment reminders, Inter-Data is entitled to make a dunning charge of € 100,- on each occasion. In the case of default of payment, Inter-Data is entitled to request that collection costs are paid in full. The Purchaser is not entitled to offset any counterclaims against Inter-Data which are not recognised by Inter-Data in writing and is not entitled to withhold any part of the purchase sum due to offsetting of any type.

### 6. Inter-Data Fleet Management System (FMS)

Subscription to the Inter-Data FMS is prepaid. Unless otherwise agreed in writing, the subscription is calculated from delivery and will run for exactly 1 year, unless specified otherwise. After 1 year, a charge for the subscription shall be made for the current year, i.e. prepayment for 12 months is made. The subscription can be cancelled by either party with a notice period of the expiry month plus 3 months. No restitution is made of the pre-paid subscription, even if cancelled earlier than the end of the pre-paid period. (Inter-Data reserves the right to invoice additional costs for the subscription, and to terminate the subscription immediately and without prior notice, when a SIM card is used outside the Inter-Data FMS.)

## **7. Product information**

Any product information – regardless of whether it stems from Inter-Data or one of Inter-Data's business associations – including information regarding weight, dimensions, capacity or other technical data, description, prospectus, advertisement etc. which is regarded as providing information, is only binding to the extent that Inter-Data specifically refers to it in the order and/or order confirmation. Specific requirements from the Purchaser are only binding to the extent they are confirmed in writing by Inter-Data.

## **8. Protected and confidential information**

Any type of information which is not publically available, including drawings and technical documents, transferred by Inter-Data to the Purchaser ("Confidential Information"), shall remain the property of Inter-Data and shall be treated as confidential by the Purchaser. Confidential Information thus must not, without Inter-Data's written consent, be copied, reproduced or forwarded to a third party or used for any purpose other than the one for which it was intended when transferred. Confidential Information shall be returned when requested.

## **9. Product changes**

Inter-Data reserves the right to make changes without notice to its Products if this can be done without substantially changing agreed technical specifications and without any substantial change to the Products' shape or function.

## **10. Retention of title**

Inter-Data reserves to right, within the restrictions imposed by fixed legal regulations, to ownership of the goods sold until the full purchased sum has been paid to Inter-Data, with the addition of accrued costs, or to the entity to which Inter-Data has transferred its rights. If the goods are sold in preparation for subsequent incorporation into, or amalgamation with, other objects, the sold goods are not covered by the right of retention if the incorporation or amalgamation has taken place. In the event the goods sold are converted or processed, the right of retention remains in force to the effect that it covers the converted or processed object to an extent equalling the value represented by the sold article at the time of its sale.

## **11. Complaints**

The Purchaser is obliged to check the delivery immediately after receipt. If there is any difference in terms of quantity or any other defect is noticed, the Purchaser shall, immediately after receipt, without unfounded delay, inform Inter-Data in writing of the defect. The Purchaser has a 12-month right of complaint starting from the delivery date, although not for defects which should have been noticed during the check upon receipt of the goods, cf. above. If there are no objections to it doing so, the Purchaser shall send the Product to the Inter-Data, after prior agreement with the latter and shall also enclose a completed complaints form from Inter-Data's website. Freight and insurance shall be paid by the Purchaser. The Product shall be returned to the Purchaser if Inter-Data's examination shows that the Product is not defective. Freight and insurance shall be paid by the Purchaser. Inter-Data also reserves the right to invoice the Purchaser for the technician's time for investigating the fault. If Inter-Data discovers defects, Inter-Data shall send the repaired product or a replacement product to the Purchaser. Inter-Data shall choose the mode of dispatch and shall pay for freight and insurance. For parts which are replaced or repaired, Inter-Data has the same obligations as those which applied to the original Product. Inter-Data is not responsible for defects which are due to normal wear and tear, lightning, fire, overloading, water, improper maintenance, incorrect installation or faults with repairs carried out by anyone other than Inter-Data.

## **12. Product liability**

Inter-Data is not liable for damage caused by a product to real property or personal property which occurs while the Product is in the possession of the Purchaser. Nor is Inter-Data responsible for damage to products manufactured by the Purchaser, or to products in which products manufactured by the Purchaser are incorporated. To the extent that Inter-Data may be liable for products with respect to third parties for such damage, the Purchaser is obliged to indemnify Inter-Data. The Purchaser is also obliged not to bring an action in

a court of law or court of arbitration concerning claims made against Inter-Data on the basis of such damage. If a third party submits a claim against one of the parties regarding liability to pay compensation for such damage, this party shall immediately inform the other party of this in writing.

### **13. Limitation of liability**

A liability to pay compensation on the part of Inter-Data cannot exceed the amount invoiced for the product. Inter-Data is not liable for operational losses, loss of profits or any other indirect losses caused by the agreement, including indirect losses which arise as a result of delay or defects in the product sold. The following circumstances mean that Inter-Data is free of liability if they prevent fulfilment of the agreement or make fulfilment unreasonably burdensome: industrial dispute or any other situation over which the parties have no control, such as fire, war, mobilisation or unforeseen military call-up of a comparable scope, requisition, seizure, currency restrictions, rebellion and uprising, lack of means of transportation, general lack of availability of goods, restrictions in motive power and lack of or delays in deliveries from sub-suppliers which are due to one of the circumstances mentioned in this section. Circumstances mentioned which occurred before the submission of the offer/signing of the agreement only mean freedom from liability if their effect on the fulfilment of the agreement could not be foreseen at this time. It is incumbent upon Inter-Data, without unfounded delay, to inform the Purchaser in writing should these circumstances occur. The Seller renounces all liability for any installation costs in connection with a defective product. Any costs in this respect shall be borne by the customer. Inter-Data renounces liability for any operational problems at the chosen tele-operator and supplier of digital grids. Inter-Data renounces all liability for any repairs to damage which the product or use thereof may entail.

### **14. Intellectual rights**

If a product is supplied with accompanying software, the Purchaser acquires a non-exclusive software licence in the form of a right to use the software for the purpose made clear in the accompanying product specifications. Over and above this, the Purchaser acquires no rights in the form of licences, patents, copyrights, trademarks or other intellectual rights connected with the Product. The Purchaser acquires no rights to the source code of the software.

### **15. Force majeure**

Inter-Data is entitled to cancel orders or defer the agreed delivery of products, and is otherwise free from liability for any lack of delivery, or defective or delayed deliveries, which are wholly or partially due to circumstances which are outside the reasonable control of Inter-Data, such as rebellion, unrest, war, terrorism, fire, state regulations, strikes, lockout, go-slows, lack of means of transportation, scarcity of goods, sickness, delay in or lack of supplies from suppliers, accidents in production or testing, or lack of energy supplies. All the Purchaser's rights are suspended or are discontinued in such cases. In the event of cancellation or delayed implementation, the Purchaser cannot request compensation from or assert any other claim against Inter-Data.

### **16. Partial invalidity**

If one or more of these Delivery provisions is recognised as invalid, unlawful or unimplementable, this shall not affect or detract from the validity, legality or implementation of the other provisions.

### **17. Transfer of rights and obligations**

Inter-Data is entitled to transfer all its rights and obligations with respect to this agreement to a third party.

### **18. Disputes**

Any disputes between the parties shall be settled by the courts in accordance with Dutch law.